

INFORMAL CONTRACT FOR

The State of North Carolina, through the North Carolina Department of Transportation
Division 3 Roadside Storage Shelter Renovation
Burgaw, NC
SCO ID# 07-07006-02A

SCOPE OF WORK

The work consists of the General Construction, Plumbing, Mechanical and Electrical work, as shown in these documents, for the renovation and the minor addition (210 s.f.) to an existing 3,630 s.f. 3-sided truck shed. The building was built in 1956.

NOTICE TO BIDDERS

Sealed proposals for this work will be received by: Randi Taylor, Architect, c/o Stonewall Mathis, PE, Division 3 Roadside Environmental Engineer, NCDOT Highway Division 3 Roadside Environmental Unit, 803 Penderlea Highway, Burgaw, NC 28425.

up to **3:00 PM**, on ***June 10, 2010***, and immediately thereafter publicly opened and read aloud.

A mandatory pre-bid meeting will be held for all interested bidders at 3:00 PM, on Thursday, May 27, 2010, at the NCDOT Highway Division 3 Roadside Environmental Unit, 803 Penderlea Highway, Burgaw, NC 28425.

PLANS AND PROJECT MANUAL WILL NOT BE DISTRIBUTED IN PAPER FORMAT - Complete plans, specifications and contract documents will be posted in .pdf format at the following web address:

www.ncdot.org/doh/operations/division3/bids

All questions during the Bid Period are to be directed to the Architect, Randi Taylor, in the form of an RFI, **via e-mail: rktaylor@ncdot.gov** (phone 919-715-2465). ALL DOCUMENTATION, DURING THE BID PERIOD, WILL BE POSTED ON THE WEBSITE ONLY – IT WILL NOT BE DISTRIBUTED VIA E-MAIL. IT IS THE RESPONSIBILITY OF ALL PARTICIPATING IN THE BID TO CHECK THE WEBSITE AT INTERVALS FOR ADDENDA, LIST OF REGISTERED GENERAL CONTRACTORS, ETC. THE LIST OF GENERAL CONTRACTORS ATTENDING THE MANDATORY PRE-BID WILL BE POSTED ON THE WEBSITE AFTER THE PREBID MEETING.

Digital documents will be forwarded to the Associated General Contractors, Carolinas Branch, Charlotte, the local North Carolina offices of McGraw-Hill Dodge Corporation, and the Eastern Regional Office of Reed Construction Data in Norcross, GA and to the following Minority Plan Rooms:

1. East Coast Digital – Minority Plan Room Provider, Speedyblue Reprographics, 703 SE Greenville Blvd, Greenville, NC 27858, 252-758-1616 (speedyblue@speedyblue.com)
2. Raleigh Business & Technology Center, 900 South Wilmington St., Raleigh, NC, 27601, 919-836-8618 (mgreen@raleighbtc.com)
3. Hispanic Contractors Association of the Carolinas (HCAC) in Winston-Salem, Charlotte and Raleigh Areas (877-227-1680) (hcacarolinas@isqft.com), 2923 E. Independence Blvd., Charlotte, NC. 28205

Contractors are hereby notified that they must have proper license under the State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts. General Contractors must have general contractor license classification for "Building, Limited" (at minimum).

A bid bond, performance bond, and payment bond will not be required.

No bid may be withdrawn after the opening of bids for a period of 30 days. The Owner reserves the right to reject any or all bids and waive informalities. Proposals shall be made only on the form provided herein with all blank spaces for bids properly filled in and all signatures properly executed. Please note on the envelope:

BID PROPOSAL: Attention Randi Taylor, Architect	(Project Name)
	(Bid Date)
	(Contractor)
	(License Number)

GENERAL CONDITIONS

GENERAL

It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work, and has satisfied himself relative to the Work to be performed.

MATERIALS, EQUIPMENT AND EMPLOYEES

The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there from, all in accordance with the contract documents.

All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

No changes shall be made in the Work except upon written approval and change order of the Designer/Owner. Change orders shall be subject to provisions in the current North Carolina Construction Manual.

Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed.

However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the architect or engineer for approval or disapproval; such approval or disapproval shall be made by the architect or engineer prior to the opening of bids.

If at any time during the construction and completion of the work covered by these contract documents, the conduct of any workman of the various crafts be adjudged a nuisance to the Owner or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from the site.

The contractor shall designate a foreman/superintendent who shall direct the work.

CODES, PERMITS AND INSPECTIONS

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.

All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable

Projects constructed by the State of North Carolina or by any agency or institution of the State are not subject to county or municipal building codes and may not be subject to inspection by county or municipal authorities. The Contractor shall, however, cooperate with the county or municipal authorities by obtaining building permits. Permits may be obtained by the contractor at no cost to the owner.

SAFETY REQUIREMENTS

The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner or Designer. He shall be responsible for any damage to the Owner's property, or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Owner arising from such damages.

The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the AGC Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

TAXES

Federal Excise Taxes do not apply to materials entering into State work (Internal Revenue Code, Section 3442(3)).

Federal Transportation Taxes do not apply to materials entering into State work (Internal Revenue Code, Section 3475 (b) as amended).

North Carolina Sales Taxes and Use Tax do apply to materials entering into State Work (N.C. Sales and Use Tax Regulation No. 42, Paragraph A), and such costs shall be included in the bid proposal and contract sum.

Local Option Sales and Use Taxes do apply to materials entering into State work as applicable (Local Option Sales and Use Tax Act, Regulation No. 57), and such cost shall be included in the bid proposal and contract sum.

ACCOUNTING PROCEDURES FOR REFUND OF COUNTY SALES & USE TAX (THIS SECTION ONLY APPLIES TO STATE OWNED PROJECTS)

Contractors for State owned projects shall provide the owner a signed statement containing the information listed in G.S. 105-164.14(e) for all materials purchased for the project.

The Department of Revenue has agreed that in lieu of obtaining copies of sales receipts from contractors, an agency may obtain a certified statement from the contractor setting forth the date, the type of property and the cost of the property purchased from each vendor, the county in which the vendor made the sale and the amount of local sales and use taxes paid thereon. If the property was purchased out-of-state, the county in which the property was delivered should be listed. The contractor should also be notified that the certified statement may be subject to audit.

In the event the contractors make several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, the counties, and the county sales and use taxes paid thereon.

Name of taxing county: The position of a sale is the retailer's place of business located within a taxing county where the vendor becomes contractually obligated to make the sale. Therefore, it is important that the county tax be reported for the county of sale rather than the county of use.

When property is purchased from out-of-state vendors and the county tax is charged, the county should be identified where delivery is made when reporting the county tax.

Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of county sales or use tax paid thereon by the contractor.

Similar certified statements by his subcontractors must be obtained by the general contractor and furnished to the claimant.

Contractors are not to include any tax paid on supplies, tools and equipment which they use to perform their contracts and should include only those building materials, supplies, fixtures and equipment which actually become a part of or annexed to the building or structure.

EQUAL OPPORTUNITY

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Contractors agree not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

INSURANCE

The Contractor shall not commence work until he has obtained all insurance required, and the Owner has approved such insurance, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.

The Contractor shall provide and maintain during the life of this contract Workmen's Compensation Insurance for all employees employed at the site of the project under his contract.

The Contractor shall provide and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operation be by the Contractor himself or by any subcontractor, or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than \$300,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in amount not less than \$500,000 on account of one accident; and Property Damage Insurance in an amount not less than \$100,000/\$300,000.

The Contractor shall furnish such additional insurance as may be required by General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.

Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in amount or coverage eliminated in less than fifteen (15) days after mailing written notice to the insured and/or the Owner of such alteration or cancellation, sent by registered mail.

The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance required before written approval is granted by the Owner.

INVOICES FOR PAYMENT

No partial payment will be made unless agreed to in advance. Final payment will be made lump sum within forty-five (45) consecutive days after acceptance of the work and the submission both of notarized contractor's affidavit and four copies of invoices which are to include the contract, account and job order numbers.

The contractor's affidavit shall state: "This is to certify that all costs of materials, equipment, labor, and all else entering into the accomplishment of this contract, including payrolls, have been paid in full."

Executed contract documents, insurance certifications and, upon completion and acceptance of the work, invoices and other information requested are to be sent to:

Randi Taylor, Architect
General Services Division – North Carolina Department of Transportation
Room 504, 1 South Wilmington Street Raleigh, NC 27611
1525 Mail Service Center
Raleigh, NC, 27699-1525
Phone: 919-715-2465

It is imperative that contract documents, invoices, etc., be sent only to the above address in order to assure proper and timely delivery and handling.

CLEANING UP

The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner.

GUARANTEE

The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.

Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

Guarantees for roofing workmanship and materials shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these contract documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an employee of the Contractor.

SUPPLEMENTARY GENERAL CONDITIONS

TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Designer and shall fully complete all work hereunder within **90 consecutive calendar days** from the Notice to Proceed for base bid contract. For each day in excess of the above number of days, the Contractor shall pay the Owner the amount of Two Hundred Fifty Dollars (\$ 250) as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner should the Contractor fail to complete the Work within the time specified.

If the Contractor is delayed at anytime in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay.

UTILITIES

The Contractor may connect to Owner's existing utility services. The General Contractor must provide sanitary facilities for the construction site.

USE OF SITE

Work hours will be limited to the working hours of the NCDOT complex (7:00 am – 3:30 pm, M-F), or extended hours with permission of the Owner.

PROPOSAL AND CONTRACT

For

**Roadside Storage Shelter Renovation
803 Penderlea Hwy, Burgaw, NC
SCO ID# 07-07006-02A**

The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with the State of North Carolina through the North Carolina Department of Transportation, for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of the State of North Carolina and the North Carolina Department of Transportation for the sum of:

BASE BID: _____ **Dollars \$** _____

Respectfully submitted this _____ day of _____ 20____

(Contractor

Federal ID#: _____

By: _____

Witness: _____

Title: _____

(Owner, partner, corp. Pres. Or Vice President)

(Proprietorship or Partnership)

Address: _____

Attest: (corporation)

(Corporate Seal)

By: _____ License #: _____

Title: _____

(Corporation.Secretary./Ass't Secretary.)

ACCEPTED by the STATE OF NORTH CAROLINA
through the

(Agency/Institution)

BY: _____ TITLE: _____

DATE _____:20____

ADDENDUM 1 _____

ADDENDUM 2 _____

ADDENDUM 3 _____